

Definitions

Client: it means the contracting party which enters into the contractual relationship with the DPO.

General Terms and

Conditions: means the present terms and conditions for the outsourcing of the service of 'Data Protection Officer'.

Contract: means the General Terms and Conditions, the Service Proposal, the Appointment Letter together with all the annexes that may be attached. The Contract may subsequently be modified in accordance with Article 16 of the General Terms and Conditions.

DPO: means the limited liability company under Luxembourg law MGSI S. à r. l. (B192771) acting in its capacity as a Data Protection Officer.

Confidential Information: means information of any nature provided or exchanged between the Parties as part of the performance of the Contract, except for information that, given their nature and circumstances, clearly does not have a confidential nature. The confidential information does not include: (i) information regularly in the possession of or known to the receiving party prior to the disclosure of such information by the disclosing party and which had been transmitted to the receiving party without the obligation of confidentiality; (ii) information that has regularly been disclosed to the receiving party by another person; (iii) information that is part of the public domain or that enters the public domain without any action or inappropriate inaction from the receiving party; and (iv) information that is developed independently by the receiving party.

Appointment Letter: means letter signed by the Client prior to the entry into service of the DPO and which establishes the scope of work of the DPO.

Service Proposal: means a written Service Proposal and/or an estimate drafted by the DPO for the provision of services to the Client.

Party (ies): means individually the Client or the DPO and collectively the Client and the DPO.

Price: it means the price of the services provided by the DPO to the Client as part of the Contract.

Regulation: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Services: means the services related to the appointment, function and missions of the DPO as provided for in articles 37 to 39 of the Regulation.

1. Scope of application

- 1.1. By signing the Service proposal, the Client accepts the General Terms and Conditions and undertakes to fully respect the terms of the Contract.
- 1.2. The Contract governs the entire contractual relationship between the Parties. The General Terms and Conditions of the Client or any other contractual documents from the Client are explicitly excluded from the Contract and shall be unenforceable against the DPO.

- 1.3. In the event of a conflict or an inconsistency between the provisions of the Appointment Letter, the Service Proposal and the General Terms and Conditions, the provisions of these different documents shall take precedence in the same order as the documents have been mentioned earlier.
- 1.4. If any of the articles of the General Terms and Conditions is declared null and void, it shall be deemed as if it has not been written and shall not lead to the nullity of the other provisions of the General Terms and Conditions.

2. Service Proposal and scope of work

- 2.1. The period of validity of the Service Proposal is thirty (30) days from the date specified on the Service Proposal.
- 2.2. The Price mentioned in the Service Proposal relates only to the provision of the Services described therein or in the Appointment Letter, to the exclusion of the provision of any other services.
- 2.3. The Price is made on the basis of the information provided by the Client. If the information provided by the Client is false or misleading, the DPO will be obliged to modify its scope of intervention and consequently the Price of the services.
- 2.4. The Client who wishes to amend the Services must inform the DPO in writing, specifying: (1) the desired amendment, (2) the purpose of the desired amendment, (3) where applicable, the requirements and desired specifications, and (4) the timeframe for the desired amendment. The DPO notifies the Client, in writing and without undue delay, if the proposed amendment is approved and the impact that the proposed amendment will have on the Price of the Services.

3. Prices and expenses

- 3.1. The Services shall be invoiced in accordance with the Service Proposal.
- 3.2. The Price is in Euro, excluding VAT.
- 3.3. Any increase in VAT or any new tax that may be imposed between the signature date of the Service Proposal and the provision of the Services shall be at the Client's expense.
- 3.4. The Price specified in the Service Proposal will be increased in accordance with the Luxembourg Consumer Price Index.
- 3.5. Expenses that are incurred during the provision of the Services (for example international travel expenses upon customer's request, shipping by courier, etc.) will be charged to the Client in addition to the Price.

4. Invoicing and payment

- 4.1. Invoices are due and payable within thirty (30) days as of the date mentioned on the invoice.
- 4.2. If an invoice is disputed, the Client shall inform the DPO in writing no later than fifteen (15) calendar days after its receipt. In the absence of compliance with these conditions of form and duration, the Client shall no longer be able to dispute the invoice. The fact that a complaint has been made regarding an invoice does not release the Client from his obligation to pay the invoice.
- 4.3. In the event of late payment within the thirty (30) days period provided in Article 4.1 of the General Terms and Conditions, the statutory late payment interest will be automatically due, pursuant to the legislation and regulation actually in force, namely the modified Law of 18 April 2004 regarding the payment periods and interest for late payments.
- 4.4. In the event of late payment, the costs regarding the recovery of the debts, up to 40 euros, will be invoiced to the Client, pursuant to the legislation and regulation in force and namely, the modified Law of 18 April 2004 regarding the payment periods and interest for late payments.

4.5. Offsetting between any amount owed by the DPO and any amount that might be claimed by the Client is prohibited unless written agreement from the DPO.

5. Duration and termination

- 5.1. The Contract enters into force on the date of the signature of the Service Proposal by the Client.
- 5.2. Each Party may terminate the Contract at any time by sending a registered letter with an acknowledgement of receipt to the other Party at least six (6) months prior to the effective date of termination.
- 5.3. During the notice period set out in Article 5.2, both Parties shall remain bound by all their contractual obligations, including the execution of the agreed services and the invoicing of the corresponding fees on a monthly basis, based on the services actually performed.
- 5.4. In the event of an early termination by the Client not justified by a proven material breach or gross negligence on the part of MGSI, as established by an enforceable final judgment of a competent court, the Client shall pay MGSI compensation equal to one hundred percent (100%) of the remaining contract value, as compensation for the time reserved and the loss incurred due to the early termination, including planning disruption, loss of opportunity, and resource allocation. This compensation only applies if the Client decides to terminate the Contract without execution of the services during the notice period.
- 5.5. This compensation shall be invoiced immediately upon termination and shall be payable within thirty (30) days.
- 5.6. Each Party may terminate the Contract for misconduct at any time by sending a registered letter with an acknowledgement of receipt to the other Party if:
 - (i) the latter party is in material breach of any of its obligations under the Contract and is in a position to remedy to the breach but did not do so within thirty (30) days following the receipt of the written notice requesting the remedy of the breach.
 - (ii) The latter party is in material breach of any of its obligations under the Contract and is not in a position to remedy to the breach.
 - (iii) the latter party is unable to pay its debts or become insolvent or in the case of an order or resolution decreeing the administration, liquidation or dissolution of the other party (for any reason other than for the purpose of a merger or a solvent restructuring);
 - (iv) the latter party appoints a director or other curator, liquidator or similar agent for all or a substantial part of the assets of the other party or the other party concludes or proposes any arrangement or agreement with its creditors in general or if anything analogues to the foregoing occurs in any applicable jurisdiction.
 - (v) There is a material breach of its payment obligations.
- 5.7. In the event that the Service Proposal contains specific provisions regarding the renewal or termination of the Contract, such provisions shall prevail over the present ones, in accordance with Article 1.3. In this regard, the renewal or termination terms set out in the Service Proposal shall prevail over those of Articles 5.2 and 5.4 of these General Terms and Conditions.
- 5.8. In line with the current legislation, the DPO shall not be removed from office or penalised by the Client for the performance of his tasks and duties. Hence, the Client shall motivate objectively his decision to terminate the Contract.

6. Execution of tasks by the DPO

6.1. The DPO will have the following tasks:

- a) to inform and advise the Client and the Client's employees, who carry out processing, of their obligations pursuant to the Regulation and to other provisions of applicable legislation of the Union or other Member State.
- b) To monitor compliance with the Regulation and with other data protection provisions from the Union law or the law of another Member State and with the policies and internal rules of the Client in relation to the protection of personal data, including the assignment of responsibilities, awareness-raising and training of staff involved in processing operations, and the related audits.
- c) To provide advice, on request, related to the data protection impact assessment and monitor its performance pursuant to Article 35 of the Regulation.
- d) To cooperate with the supervisory authority.
- e) To act as the contact point for the supervisory authority on issues relating to processing, including the prior consultation as stipulated in Article 36 of the Regulation, and to lead consultations, if necessary, on all other subject matters.

6.2. The DPO shall in the performance of his or her tasks have due regard to the risk associated with the processing operations, taking into account the nature, scope, context and purposes of the processing operations.

6.3. The DPO shall act with complete independence in the performance of his duties, in accordance with Article 38(3) of the Regulation, and shall not receive any instructions from the Client regarding the exercise of his tasks.

6.4. The time necessary for the accomplishment of the DPO's mission and the average number of days of intervention per week will be determined by mutual agreement between the Parties. In the event that the Client opts for duration and/or frequency of intervention lower than the recommendations of the DPO, the Client acknowledges and understands that this decision might impact the quality of the Services and cause delays. If the DPO's workload exceeds the time allocated by the Client for the performance of his missions and the Client does not wish to increase the duration and/or frequency of intervention, the Client shall relieve the DPO of certain tasks listed above. In case of urgent need for the DPO to intervene outside the normal business days and hours agreed between the Parties, the execution of the DPO mission will be charged in addition to the Price, on an hourly rate as determined by the Parties.

6.5. The DPO may fulfil other tasks and duties. However, the Client shall ensure that any such tasks and duties do not result in a conflict of interests.

6.6. The DPO shall directly report to the highest level of management of the Client.

6.7. The DPO is entitled to entrust the performance of the Services to any employee, collaborator or subcontractor of his choice, under his civil law liability. The DPO undertakes to impose on such subcontractors the same confidentiality, security and compliance obligations as those set out in this Contract.

6.8. During our mission, certain tasks may require legal advice that fall within the scope of the regulated profession of lawyers. These tasks will then be performed by our partner law firm that has extensive experience in advising clients on legal issues related to data protection and information security. In this context, the Client and the partner law firm will be put directly in touch.

7. Obligations of the Client

- 7.1. The Client will assist the DPO in executing his missions and Services, by providing him with the access to the personal data and to the processing operations, and by providing the necessary resources and means to carry out his tasks.
- 7.2. Such assistance shall include, but is not limited to
 - (i) The appointment of a member of its staff as the sole contact person for all communication with the DPO and for the coordination of the performance of the obligations of the Parties under the Contract.
 - (ii) The transmission of all the information necessary for the provision of the Services.
 - (iii) The provision of the appropriate workspace or offices and the access to facilities, equipment and systems.
 - (iv) The timely decision-making with regard to the Services.
 - (v) the timely provision, prior to the commencement of the performance of the Services, of all applicable security procedures or other policies to which the DPO is required to comply with and;
 - (vi) The preparation of the environment necessary for the provision of the Services. This includes, without limitation, the provision of appropriate supplies, equipment and a suitable working environment.
- 7.3. The Client shall provide MGSI with secure and timely access to all documents, systems, tools, and resources reasonably required for the performance of the DPO mission, including but not limited to internal policies, registers of processing activities, audit reports, risk assessments, and any other relevant documentation or platform. Access may only be restricted in exceptional cases where disclosure would breach legal privilege or confidentiality obligations established by law or a final court decision. In such cases, the Client shall inform MGSI without undue delay and provide sufficient justification.
- 7.4. The Client shall ensure that the DPO does not receive any instructions regarding the exercise of his tasks in accordance with Article 38(3) of the Regulation.
- 7.5. The Client shall ensure that the DPO is involved, properly and in a timely manner, in all issues which relate to the protection of personal data. The Client shall prepare the interventions of the DPO so he might perform his mission within the days and hours agreed between the Parties pursuant to article 6.3.
- 7.6. The Client shall publish the contact details of the data protection officer and communicate them to the supervisory authority.
- 7.7. The DPO reserves the right to suspend the performance of the Contract in case of violation by the Client of his contractual obligations and especially his obligations to pay.
- 7.8. The Client undertakes to collaborate actively with the DPO and to provide or ensure access to any information or element the DPO may reasonably require in order to fulfil his obligations under this Contract and under the Regulation.
- 7.9. The Client shall also ensure that the DPO is appropriately and timely involved in all matters relating to personal data protection, as required by Article 38(1) of the Regulation.

8. Responsibilities of the DPO

- 8.1. The DPO shall not be held liable, except in cases of gross misconduct or wilful misconduct established by an enforceable final judgment of a competent jurisdiction. MGSI shall not be liable for any direct or indirect damages, including loss of profit or opportunity, resulting from the performance of the Services or the DPO's mission.

8.2. MGSI's total aggregate liability under this Contract shall not exceed the total amount of fees paid by the Client during the three (3) months preceding the event giving rise to the liability. MGSI shall not be liable for any indirect or consequential damages, including but not limited to loss of profit, revenue, data, opportunity or reputation.

9. Confidentiality

- 9.1. The DPO is bound by a statutory duty of confidentiality concerning the performance of his tasks, in accordance with Article 38(5) of the GDPR. Each Party agrees to treat as strictly confidential any information, documents, data, or materials received from the other Party in the context of this Contract, regardless of their form or medium, and whether marked as confidential or not.
- 9.2. This confidentiality obligation shall cover, in particular, all information relating to the Client's or MGSI's operations, strategies, security measures, data protection activities, internal policies, and any personal data accessed in the course of the DPO mission.
- 9.3. Each Party may receive Confidential Information from the other Party in connection with the performance of the Contract. The Parties shall take all reasonable measures to ensure that such Confidential Information remains strictly confidential and shall not disclose it — unless required by law or by a competent authority or court decision. In such a case, the concerned Party shall inform the other Party without undue delay unless legally prohibited from doing so.
- 9.4. Each Party agrees that any Confidential Information received from the other Party may be disclosed only to those employees or subcontractors for whom such access is strictly necessary. The receiving Party shall ensure that such persons are subject to an equivalent duty of confidentiality.
- 9.5. Upon termination of the Contract, each Party shall return or destroy all confidential documents upon request unless otherwise required by law or professional obligations.
- 9.6. This confidentiality obligations shall survive the termination of the Contract for a period of ten (10) years, unless a longer period is required by law or regulation.

10. Personal Data Protection

- 10.1. The DPO is completely independent in the performance of his tasks and duties. The DPO may process personal data relating to the Client's staff as an independent data controller strictly for the purpose of fulfilling his mission.
- 10.2. The Client shall ensure that the data subjects are informed of this processing carried out by the DPO.
- 10.3. The Client undertakes to comply with all applicable legislation and regulations and specifically to implement appropriate technical and organisational security measures. Except legal or regulatory constraints, the DPO shall not transmit the Client's personal data to a third party or any recipient apart from the Client's entity. Personal data are stored for a period of ten years from the end of the DPO mission.

11. Force Majeure

- 11.1. No party shall be held liable for the total or partial non-performance of its obligations if this non-performance is due to unforeseeable events or to the occurrence of an element constituting a 'force majeure', such as, but not limited to, flood, fire, storm, a shortage of raw materials, transport strike, partial or total strike, or lockout.
- 11.2. The party having been struck by such events shall inform the other party as soon as possible, and as far as possible in writing.

11.3. The parties agree that they will have to consult each other as soon as possible in order to determine together the modalities for the execution of the mission during the course of the 'force majeure' event.

12. Intellectual Property

12.1. All intellectual property rights (including, but not limited to, copyrights, patents, trademarks and other proprietary rights) of the DPO existing at the time of execution of the Contract or arising in the course of the Contract shall and will remain the sole and exclusive property of the DPO, his licensors or his suppliers.

12.2. Any partial or complete reproduction of the logos, trademarks, photos and models, whatever the medium, for commercial, associative or voluntary purposes, is prohibited without the consent of the DPO or the holders of the trademarks or rights attached to these graphic representations.

12.3. The DPO remains the sole holder of the know-how and methodology provided during his mission and especially of the deliverables drafted during the course of its mission. Thus, the DPO reserves the right to use them for other missions, subject to the removal of all the Client's confidential information.

12.4. The DPO grants, however, to the Client an exclusive and non-transferable licence on the materials created during the course of his mission. The Client shall neither assign, sell nor transfer to a third party, on any medium whatsoever, the materials created, except where communication of such information is required by an authority in which case the Client shall inform the DPO without undue delay.

12.5. In the event that the Client will use the services of another service provider that might consult and work on the materials created by the DPO, the Client shall inform the latter and prohibit the former from reproducing, directly or indirectly, totally or partially, sell or transfer the materials in question.

13. Records and Evidence

MGSI may retain, for evidentiary and compliance purposes, any documentation, communication, or record generated or received in the course of the Services, including meeting notes, reports, emails, audit materials, and deliverables, for a period of ten (10) years following the termination or expiration of the Contract. This retention is intended to support MGSI's professional obligations, demonstrate the performance of the DPO's duties, and ensure appropriate traceability of recommendations provided to the Client.

14. Non-solicitation

14.1. During the course of this Contract and for a period of one (1) year following the termination of this Contract, the Client shall not solicit, neither directly nor indirectly, to recruit or hire any employee (as an employee or consultant) of the DPO with responsibilities related to this Contract, without the prior written consent of MGSI S. à r.l.

14.2. In case of breach of this non-solicitation clause, the Client shall pay MGSI a lump sum compensation equal to six (6) months of the gross monthly remuneration of the solicited person, without prejudice to MGSI's right to claim further damages.

15. No partnership

The personnel of the DPO, including any employee, collaborator, external consultant or subcontractor appointed by the DPO to perform the Services, shall not be considered, for any purpose, as an employee of the Client. Each Party remains an independent contractor.

16. References

MGSI may refer to the Client's name and logo as a professional reference, in its commercial presentations, offers, or during public events, unless the Client objects in writing within thirty (30) days following the signature of the Service Proposal. This reference shall not imply any endorsement or partnership beyond the scope of the DPO mission.

17. Assignment

No party may assign, sublicence or otherwise transfer any of its rights under the Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Nothing in the Contract shall preclude or restrict the right of the DPO to assign, sublicence, transfer or otherwise dispose of any of its rights or obligations under this Contract to its subsidiaries.

18. Contract Amendments

The DPO may suggest minor editorial or operational adjustments that do not materially affect the rights or obligations of the Client ("Non-Material Amendments"). These suggestions shall be notified to the Client in writing. If the Client raises no objections within thirty (30) days following the notification, the amendment shall be deemed accepted. In all cases, the date and content of such notification shall be documented.

19. Jurisdiction and Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of the Grand Duchy of Luxembourg. The Parties shall attempt to settle amicably any dispute that may arise between them. If no amicable agreement is reached within sixty (60) days from the first written complaint, the Parties agree to submit their dispute to the exclusive jurisdiction of the courts located in Luxembourg-City, Grand Duchy of Luxembourg.